December 1, 2009

TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
FROM:	VICKI L. MACKLIN STATE CONTRACT PROCUREMENT OFFICER 302-857-4553
SUBJECT:	AWARD NOTICE CONTRACT NO. GSS10479FURNITUREV05 FURNITURE

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD**:

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Each Vendors contract shall be valid for a two (2) year period from January 1, 2010 through December 31, 2011. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. <u>VENDORS</u>:

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Below are listed the vendors awarded this contract by section or furniture category. Section 2 has been awarded to a single vendor and Agencies must procure those requirements from that vendor. Section 1, 3, 4, and 5 have been multiple awarded to two or more vendors and agencies have the option of choosing the vendor who best suits the requirements for that agency.

<u>Section 1</u> – Case Goods Furniture (desks, chairs, files, etc.)

VENDOR - V01

G.A. Blanco & Sons, Inc.

PO Box 149

Great Barrington, MA 01230

Contact: Mike Barko Phone: 800-931-0027 Fax: 800-553-4379 El# 02-0327245

mbarko@gablanco.com

Send Purchase Orders to:

186 Timber Lane, Ste B-11 Clarksboro, NJ 08020 VENDOR - V02

Corporate Interiors, Inc.

223 Lisa Drive

New Castle, DE 19720 Contact: Fred Leone Phone: 302-323-9100 Fax: 302-323-9251

El# 23-2364520

fleone@corporate-interiors.com

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VENDORS (continued)

Section 2 – Metal based modular furniture (free-standing furniture groupings)

VENDOR – V02

Corporate Interiors, Inc.

223 Lisa Drive

New Castle, DE 19720 Contact: Fred Leone Phone: 302-323-9100 Fax: 302-323-9251 El# 23-2364520

fleone@corporate-interiors.com

Section 3 – Wood Based Modular Furniture (Free Standing Furniture Groupings)

VENDOR - V02

Corporate Interiors, Inc.

223 Lisa Drive

New Castle, DE 19720 Contact: Fred Leone Phone: 302-323-9100 Fax: 302-323-9251 El# 23-2364520

fleone@corporate-interiors.com

VENDOR - V03

Douron, Inc.

30 New Plant Court Owings Mills, MD 21117 Contact: Frank Clark Phone: 302-455-1892 Fax: 302-455-1896 El# 52-0889531 frank@douron.com

Send Purchase Orders to:

220 Continental Drive, Suite 106

Newark, DE 19713

Section 4 - New Systems Furniture

VENDOR - V02

Corporate Interiors, Inc.

223 Lisa Drive

New Castle, DE 19720 Contact: Fred Leone Phone: 302-323-9100 Fax: 302-323-9251 El# 23-2364520

fleone@corporate-interiors.com

VENDOR – V04

Brennan's Office Interiors, Inc.

650 Centerpoint Blvd. New Castle, DE 19720 Contact: Mark Brennan Phone: 302-325-8190 Ext. 13

Fax: 302-325-8191 El# 23-2636666

mbrennan@brennansoi.com

<u>VENDORS</u> (continued)

Section 4 - New Systems Furniture

VENDOR – V05

Advanced Office Environments, Inc. County Commerce Bldg, Ste. 101 630 Churchmans Road

Newark, DE 19702 Contact: Bruce Finnicum Phone: 302-861-0250 Fax: 302-861-0258 El# 23-2288192

bfinnicum@advancedofficeenv.com

Section 5 – School and Classroom Furniture

VENDOR – V01

G.A. Blanco & Sons, Inc.

PO Box 149

Great Barrington, MA 01230

Contact: Mike Barko Phone: 800-931-0027 Fax: 800-553-4379 El# 02-0327245

mbarko@gablanco.com

Send Purchase Orders to: 186 Timber Lane, Ste B-11

Clarksboro, NJ 08020

VENDOR – V02

Corporate Interiors, Inc.

223 Lisa Drive

New Castle, DE 19720 Contact: Fred Leone Phone: 302-323-9100 Fax: 302-323-9251 El# 23-2364520

fleone@corporate-interiors.com

4. **SHIPPING TERMS**:

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F.O.B. destination, freight prepaid.

5. DELIVERY AND PICKUP:

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There is no additional cost to the state for delivery and pick up of furniture items under the terms of this contract.

6. PRICING:

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Prices will remain firm for the term of the contract year period. Order lead times by vendor and Furniture Category:

Section	Vendor	Lead Time
1.	G. A. Blanco and Sons	1-6 weeks
	Corporate Interiros	3-6 weeks
2.	Corporate Interiors	3-6 weeks
3.	Corporate Interiors	3-6 weeks
	Douron	30-35 days
4.	Brennans's Office Interiors	6-8 weeks
	Corporate Interiors	3-6 weeks
	Advanced Office Environments	4-6 weeks
5.	GA Blanco and Sons	3-6 weeks
	Corporate Interiors	3-6 weeks

If quick ship is needed contact the vendor for availability, ship time, and additional cost.

ADDITIONAL TERMS & CONDITIONS

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7. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. <u>PAYMENT</u>:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. **REQUIREMENTS**:

This contract is issued to cover the furniture requirements for State of Delaware agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBLIITIES:

The Agency shall:

a. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. ELECTRONIC ORDERING:

Some vendors awarded this contract have the capability to receive orders through electronic means. Agencies should inquire about this capability when purchasing from a particular vendor.

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17. SHIPPING:

A packing label must be on each box and include the following information such as:

- -Contract User's Name
- -Address
- -Department and floor
- -Point of contact
- -Telephone number
- -Mail code

A packing slip must also be included which will include information such as:

- -Line item description
- -Quantity ordered
- -Quantity included in shipment
- -Any back order items
- -Unit price

18. <u>RETURNS:</u>

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form, or not included on the requisition form or purchase order may, at the discretion of the contract user, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations must be credited immediately once the Supplier receives the returned goods. The vendor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the vendor and can only be returned at the discretion of the vendor.

19. CANCELLATION OF ORDER:

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the vendor.